

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ILLINOIS

TIMOTHY W. MCREAKEN, )  
                            )  
Plaintiff,               ) Case No. 3:20-cv-00521  
                            )  
vs.                       ) Case No. 2017-L-53  
                            ) Franklin County, Illinois  
SOUTHEASTERN HOMES, CHAMPION )  
HOME BUILDERS, INC. AND KKN MAIN )  
STREET MOBILE, INC.,       )  
                            ) **JURY TRIAL DEMANDED**  
Defendants.              )

***DEFENDANT CHAMPION HOME BUILDERS, INC.'S  
NOTICE OF REMOVAL***

COMES NOW Champion Home Builders, Inc. (hereinafter "CHBI"), by and through its undersigned counsel, pursuant to 28 U.S.C. § 1446(b) and § 1331, and for its Notice of Removal to the United States District Court for the Southern District of Illinois, states as follows:

1. This above-captioned matter which is now pending in the Circuit Court of Franklin County, Illinois arises from the sale of mobile home to Plaintiff, in which he claims various breaches of warranties against Defendants Southeastern Homes, CHBI, and KKN Main Street Mobile, Inc.

2. On July 25, 2017, Plaintiff filed his Original Complaint alleging, among other counts against other Defendants, Breach of Warranty of Fitness for Particular Purpose against CHBI, Breach of Implied Warranty of Merchantability against CHBI, and Negligence against CHBI, all under Illinois law, and all of which were dismissed pursuant to CHBI's Motion to Dismiss.

3. On January 4, 2019, Plaintiff filed his First Amended Complaint, which amended his Breach of Implied Warranty of Merchantability claim against CHBI to a Product Liability

claim and alleged the same Breach of Warranty of Fitness of Particular Purpose and Negligence against CHBI under Illinois law. The Amended Complaint incorporated the Original Complaint's counts against Southeastern Homes and KKN Main Street Mobile, Inc.

4. Again, these claims were dismissed by CHBI's Second Motion to Dismiss.

5. Plaintiff obtained new counsel, and on May 22, 2020, for the first time, Plaintiff asserts claims under the Magnuson-Moss Warranty Act for breach of an express warranty and breach of the implied warranty of merchantability. Plaintiff incorporates the Original Complaint's counts against Southeastern Homes and KKN Main Street Mobile, Inc.

6. As a result, this case now presents a federal question under the Magnuson-Moss Warranty Act and thus, this Court has subject-matter jurisdiction over this matter pursuant to 28 U.S.C. § 1331.

7. Plaintiff asserts damages in excess of \$50,000.00 and an affidavit was submitted to the State Court stating the same.

8. As a result, this case is removable under the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d)(3)(B) because the amount in controversy exceeds \$50,000.00.

9. Pursuant to 28 U.S.C. § 1446(b)(3), the initial pleading of this case was not removable, however, the case became removable upon service of the Second Amended Complaint.

10. Counsel for CHBI has conferred with counsel for KKN Main Street Mobile, Inc., who has indicated that they consent to the removal of this action pursuant to 28 U.S.C. § 1446(b)(2)(A). Southeastern Homes has never appeared in this case.

11. Copies of the previously filed pleadings in this matter are attached hereto as Exhibit A.

WHEREFORE, Defendant Champion Home Builders, Inc. respectfully requests that this Honorable Court accept jurisdiction of this action and award all other and further relief as this Court deems just and proper.

/s/ William S. Thomas

William S. Thomas #6227180

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**AFFIDAVIT OF SERVICE**

The undersigned hereby certifies that a true and accurate copy of the foregoing has been served on all counsel of record via the CM/ECF filing system and sent via electronic mail on this 3<sup>rd</sup> day of June, 2020.

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/s/ William S. Thomas

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